

RESOLUTION # _____

A RESOLUTION BY THE CITY OF INGLESIDE, TEXAS, AUTHORIZING THE EMERGENCY MEDICAL SERVICE CONTRACT BETWEEN THE CITY OF INGLESIDE AND TRI-COUNTY EMERGENCY MEDICAL SERVICES, INC. AND ACCEPTING CERTAIN TERMS AND CONDITIONS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INGLESIDE, TEXAS:

1. An Emergency Medical Service Contract is hereby approved by and between the City of Ingleside and Tri-County Emergency medical Services, Inc.
2. The aforementioned Contract, attached hereto, labeled "Exhibit A" and made an integral part hereof shall govern the emergency medical service delivery to the public for the stated period.
3. This Resolution shall take effect immediately upon its passage and approval according to the terms set forth in "Exhibit A" attached hereto.

PASSED AND APPROVED on this _____ day of _____, 2014.

CITY OF INGLESIDE, TEXAS

Mayor Pete Perkins

ATTEST:

City Secretary Kimberly Drysdale

EMERGENCY MEDICAL SERVICE CONTRACT

TRI-COUNTY EMERGENCY MEDICAL SERVICES, INC., hereinafter referred to as "Tri-County," hereby agrees to provide ambulance service for the City of Ingleside, San Patricio County, Texas, hereinafter referred to as "City" on the following terms and conditions.

- (1) Ambulance and Emergency Medical Services will be available seven (7) days a week, twenty-four hours a day.
- (2) The Area to which service will be provided under this proposal is bounded by the City Limits of Ingleside, Texas.
- (3) City will provide a subsidy for service to Tri-County in the amount of Ten Thousand Two Hundred Eight Dollars and Thirty Three Cents (\$10,208.33) per month for services rendered under this contract.
- (4) Tri-County will separately bill and collect for all services rendered.
- (5) Tri-County will maintain at its sole cost and expense professional healthcare liability insurance in an amount of at least One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence, naming City, its Mayor, Council members, Employees, Agents and Assigns as additional insured's.

- (6) Tri-County agrees to maintain all ambulances in a safe operating condition and to maintain insurance on said vehicles which meets the prescribed minimums of Texas law naming City, its Mayor, Councilmembers, employees, agents and assigns as additional insureds.
- (7) The term of this contract is from the date of this agreement through September 30, 2015. The City shall have an option to renew for an additional one year term at a rate to be negotiated by giving 60 days written notice before the end of the initial term.
- (8) Tri-County agrees to hold City harmless from and indemnify City for all claims for damages, whether actual or otherwise, including potential or prospective damages, attorney fees, costs, and expenses of whatsoever nature insofar as the same may be caused or allegedly caused the acts or omissions of Tri-County but shall not indemnify The City for The City's gross negligence.
- (9) This contract shall only be assigned upon the written agreement of City and Tri-County.
- (10) This contract may be terminated by either City or Tri-County upon giving the remaining party Four (4) months written notice of cancellation.

- (11) Tri-County shall provide a minimum of two (2) vehicles certified and approved as Mobile Intensive Care Unit (MICU) by the Texas Department of State Health Services (DSHS) and Tri-County shall conform and comply with all related rules, regulations, and guidelines of DSHS regarding emergency medical service delivery to the public. Said vehicles shall be staffed with a minimum of one (1) Emergency Medical Technician Paramedic and one (1) Emergency Medical Technician Basic (or better) per vehicle. One (1) vehicle shall be the primary response vehicle and the other shall be the secondary response or back-up vehicle.
- (12) Mutual Aid Coverage is permissible at the cost of Tri-County on occasion when a vehicle is down for maintenance or due to emergency conditions.
- (13) All treatment given shall be provided in accordance with standard written medical protocols approved by the Medical Director of Tri-County.
- (14) Tri-County shall advise City of names, addresses, and telephone numbers of its Board of Directors, Emergency Medical Service Director, and Medical Director at least once annually or immediately upon a change in same.
- (15) This contract shall commence upon the 1st day of October, 2014 and terminate of the 30th day of September, 2015.

EXECUTED effective the 1st day of October, 2014.

**TRI-COUNTY EMERGENCY MEDICAL
SERVICES, INC.**

Kevin Schleicher, President

ATTEST:

Gordon Kemp, Secretary

CITY OF INGLESIDE, TEXAS

Pete Perkins, Mayor

ATTEST:

Kimberly Drysdale, City Secretary